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09/507,262	02/18/2000	Jay S. Walker	3553-4020US3	8998

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Walter G Hanchuk
Morgan & Finnegan LLP
345 Park Avenue
New York, NY 10154

EXAMINER
ZURITA, JAMES H

ART UNIT	PAPER NUMBER
3625	

DATE MAILED: 06/02/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/507,262	WALKER ET AL.	
	Examiner	Art Unit	
	James Zurita	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *04 March 2003* .

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *98-111,113-125,127-137,139-150,152-165,167-179 and 181* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *98-111,113-125,127-137,139-150,152-165,167-179 and 181* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____ .

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

a) ☐ The translation of the foreign language provisional application has been received.

15)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .
4) ☐ Interview Summary (PTO-413) Paper No(s). _____ .
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: .

DETAILED ACTION

Response to Amendment

Claims 1-97 were cancelled by preliminary amendment of 18 February 2000, which also added claims 98-181.

In their amendment of 4 March 2003, Applicants cancelled claims 112, 126, 138, 151, 166 and 180. Applicants amended claims 111, 125, 137, 150, 165 and 179.

Claims 98-111, 113-125, 127-137, 139-150, 152-165, 167-179 and 181 remain and will be examined.

Response to Arguments

The amendment filed on 4 March 2003 has been fully considered but is not persuasive. Features of newly amended claims are addressed more fully in the rejection, below.

Applicants argue that

> ...the cited references fail to disclose or suggest a number of features recited in the instant claims. The Examiner concedes that the cited references fail to disclose a number of features, but relies extensively on Official Notice to reject the claims. Applicants respectfully submit that the Examiner's reliance on Official Notice highlights the fact the cited references clearly fail to disclose or suggest the features of the pending claims (Amendment, page 16)

> ...the Elliott reference fails to cure the deficiencies of Koepper in this, and other, respects. (Amendment, page 17)

Applicant's arguments fail to comply with 37 CFR 1.111(b) because they amount to a general allegation that the claims define a patentable invention without specifically pointing out how the language of the claims patentably distinguishes them from the references.

A "traverse" is a denial of an opposing party's allegations of fact.[1] Applicants' expansive characterizations do not appear to constitute a traverse of what Examiner regards as knowledge that would have been generally available to one of ordinary skill in the art at the time the invention was made.

Even if one were to interpret applicants' statements as constituting a traverse, one would still be faced with the inquiry as to whether the traverse is adequate. An adequate traverse must contain adequate information or argument to create on its face a *reasonable* doubt regarding the circumstances justifying Examiner's notice of what is well known to one of ordinary skill in the art. *In re Boon, 439 F.2d 724, 728, 169 USPQ 231, 234 (CCPA1971).*

The Examiner asserts that (a) Examiner's use of Official Notice is proper and correct (b) all facts noted by the Examiner are well-known and are part of knowledge generally available to one of ordinary skill in the art (c) the combination of prior art and the knowledge generally available to one of ordinary skill in the art is correct.

Applicants argue against the combination of Koepper and Elliot with knowledge generally available to one of ordinary skill in the art. In response, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

The examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there

[1] Definition of Traverse, Black's Law Dictionary, "In common law pleading, a traverse signifies a denial."

is some teaching, suggestion, or motivation to do so found either in the references themselves ***or*** *in the knowledge generally available to one of ordinary skill in the art.* See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992).

The test for obviousness is not whether the features of a secondary reference may be bodily incorporated into the structure of the primary reference; nor is it that the claimed invention must be expressly suggested in any one or all of the references. Rather, the test is what the *combined* teachings of the references would have suggested to those of *ordinary skill in the art.* See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981).

Applicants argue that Koepper's cancellation fees teaches away from their invention, in that "By introducing the concept of cancellation fees, Koepper clearly teaches that ***full payment*** for the travel services is not guaranteed in any way."

In response to this argument, it is noted that the features upon which applicant relies (i.e., ***a*** "full payment...is not guaranteed in any way" and ***b*** "If the offer is accepted, the customer (via the payment identifier) is charged the offer price, thereby providing ***full payment*** for the travel services") are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). Applicants' claims are directed to "providing ***guarantee***d payment" and "said payment for said goods or services is ***guarantee***d."

Further, these features are also not found in priority documents U.S. Patents 6,119,100 and 6,298,331.

Koepper's use of cancellation fees *does not teach away* from applicants' claimed invention for at least the following reasons. In the instant application, applicants discuss charging a fee or a penalty:

> In alternate embodiments, the customer or travel agent can be ***charged a fee or a penalty*** if a ticket is not booked when at least one airline has accepted the CPO or the CPO management system can evaluate a rating of the customer containing information regarding the likelihood that said customer will book a ticket corresponding to said CPO. In this manner, the airline can be confident that if the airline accepts the customer's offer, the customer will book the ticket without using the information to ascertain the airline's underlying level of price flexibility. (page 3, line 35-page 4, line 6).
>
> In alternate embodiments, the customer or travel agent 110 can be ***charged a fee or a penalty*** if a ticket is not booked when at least one airline has accepted the CPO or the CPO management system 100 can evaluate a rating of said customer 110 containing information regarding the likelihood that said customer 110 will book a ticket corresponding to said CPO. (page 8, lines 21-24).

For seller-side cancellations, related priority document US 6,119,100 (application 08/943965) discloses that "In some embodiments, the seller may *cancel* an accepted offer, and *refund* any funds, ***if any,*** which were collected in connection therewith" (Col. 9, lines 63-65. See also item 316, Fig. 11, "Refund collected funds" and related text, Col. 9, lines 3-25. This shows that a seller may decide to not collect funds when the seller has accepted a buyer's offer.

As noted previously, Koepper discloses that buyers may be bound to their offers, and that payment from a buyer may be guaranteed (see references to cancellation fees, for example, page 30, column 1, paragraph 1). Cancellation fees and other types of charges, regardless of their names, are old and well-known. It is well-known that legally binding cancellation fees may be set as sums certain or as percentages of items in

question. These amounts may be less than or equal to a full offer price. Additionally, for other types of items, the amounts may also be greater than a full offer price.

Applicants argue that

> By receiving the payment identifier (which is used to guarantee payment for the travel services if the offer is accepted) prior to considering the offer, the system is configured to consider only bona fide offers. Amendment B, page 17, emphasis added)

In response to this argument, it is noted that the features upon which applicant relies (i.e., "the system is configured to *consider* only bona fide offers") are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

The instant application and its priority documents do not refer to "bona fide" offers. A *bona fide* offer is an offer that is made in good faith, honestly, openly and sincerely, without deceit or fraud.[2] Good faith is an intangible and abstract quality with no technical meaning or statutory definition.[3] Applicants mention collecting, charging and refunding ***any*** funds (including zero funds) when one fails to book a ticket. However, applicants have not otherwise explained how their system (a) determines qualities of an offer that, by definition, are intangible and abstract (b) considers only those offers that are identified as bona fide offers. "Payment identifier" is found:

> The payment identifier is typically a credit card number, checking account number or other means for specifying funds. (for example Col. 3, lines 4-13 in US 6,119,100).

As noted previously, Koepper does not specifically address how payment is carried out. The Examiner explained that

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[2] Definition of Bona fide, Black's Law Dictionary.

> ...payments from financial accounts, including debit, credit and charge accounts/cards, are notorious and well known to those of ordinary skill in the art at the time the invention was made. Examiner takes official notice that at least these types of accounts have identifiers that may be used to provide guaranteed payment in exchange for at least travel services and airline tickets. Payment identifiers may include a number that associates a credit account or a debit account with an account at a financial institution. These numbers are often embossed in a corresponding plastic card. Cards often have magnetic strips, microchips, or other means for storing more information. It is well-known in the art of electronic commerce to check whether a buyer has sufficient credit or funds in a corresponding account by requesting pre-authorization from a financial clearinghouse institution. The authorization request for an amount may be accepted or denied by the institution...(Office Action of 4 September 2002, page 13, first paragraph).

Even if one were to interpret applicants' statements that Koepper "does not disclose how payment is carried-out" and that Koepper "...clearly fails to disclose or suggest any system in which a payment identifier is received from the customer prior to consideration of an offer" as a traverse, Applicants have not shown that their use of the term "payment identifier" in the instant application varies from how the term was used in priority documents, or how the term is used by the Examiner. Applicants have not shown error in Examiner's statement that "payments from financial accounts, including debit, credit and charge accounts/cards, are notorious and well known to those of ordinary skill in the art at the time the invention was made." Applicants have not shown that it would have been erroneous to combine Koepper with knowledge generally available to one of ordinary skill in the art, or that such combination would not have been obvious to one of ordinary skill in the art.

Claim Rejections - 35 USC § 103

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

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[3] Definition of Goof faith, Black's Law Dictionary.

Claims 98-111, 113-125, 127-137, 139-150, 152-165, 167-179 and 181 are rejected under 35 U.S.C. 103(a) as being unpatentable over an article entitled Room Inventory Auctioning: The Next CRS Generation, by Ken Koepper, January 1990, Lodging, pages 26-30 (hereinafter *Koepper*), in view of an article entitled CRS's in Cyberspace, by Elaine Elliott, Travel Agent, March 6, 1995, accessed from DialogWeb on 22 August 2002 (hereinafter Elliott).

It is noted that the grounds for rejection are unchanged. Nevertheless, the Examiner will take this opportunity to further elaborate on the rejection and to further clarify the record, and so that applicants may more easily identify particular features of their invention that are unpatentable over Koepper, Elliott and knowledge generally available to those of ordinary skill in the art.

Koepper describes a dynamic, interactive system and network with centralized databases that store buyer offers and seller dynamic inventory for the travel and airlines industry (*for example* figure on page 29, *Information and Trading System for the Travel Industry*). Travel services may include at least airline ticket(s), hotels and car rentals. Buyers access the database via central reservations systems via on-line service providers such as CompuServe/AOL. Buyers may be travel agents or the general public. Buyers specify conditions of their purchase offers, including dates they wish to travel, hotel accommodations and an offer price that a buyer is willing to pay for the travel accommodations. The offer may also specify expiration dates to inform sellers how long a buyer will insist on the terms of his offer. See at lest page 26, column 1, paragraphs 2, 3, 4.

The system receives a buyer's offer and conditions, including price, and stores the information in the database.

Koepper compares buyer offers and conditions with seller inventory. This inventory contains seller-defined rules and data. When the system finds matching seller-defined inventory and rules, the system determines that the buyer's offer and conditions are acceptable. Koepper's accepts the buyer's offer on behalf of a seller when a buyer's offer matches seller's conditions. Koepper creates appropriate buyer record(s) and transmits the information as an electronic record to the appropriate sellers. Where a seller is an airline, the record is commonly referred to as a passenger name record (PNR), of which Examiner takes Official Notice. *For example* references to booking and getting the business, page 26, column 1, paragraphs 3-4.

Koepper notifies the buyer that his offer and conditions have been accepted or not accepted. Where a buyer's offer and conditions are not accepted, buyers have the option of establishing alternate conditions to his offer (*for example* page 26, column 1, final paragraph). Koepper discloses that buyers may be bound to their offers, and that payment from a buyer may be guaranteed (see references to cancellation fees, at least on page 30, column 1, paragraph 1). As noted above, Cancellation fees and other types of charges, regardless of their names, are old and well-known. It is well-known that legally binding cancellation fees may be set as sums certain or as percentages of items in question. These amounts may be less than or equal to a full offer price. Additionally, for other types of items, the amounts may also be greater than a full offer price.

Sellers specify fares, dates and times of travel, hotel rates, and other inventory information. Seller-defined rules may include expiration dates and pricing data (*for example* page 3, column 3, paragraph 3 concerning life of a bid).

Koepper *does not* disclose that buyers access the system via web browsers. Koepper *does not* disclose that web pages display forms with blanks where buyers may enter conditions of their offers. However, Koepper teaches that the system may be accessed via personal computers networked with on-line service providers such as CompuServe/AOL. Koepper teaches that computer screens prompt buyers as they enter information offer conditions (*for example* page 29, column 3, paragraphs 1, 2). Koepper teaches that the comparisons are performed immediately and interactively, and that the system is available 24 hours per day. Koepper suggests increased use of the system by many types of buyers, including the general public and travel agencies.

The World Wide Web, browsers, and other conventional communications software are well-known, as disclosed by applicant. Network interfaces to the internet and any commercial on-line services such as CompuServe are old and well-known.

Elliott discloses the use of browsers, web pages and HTML for inputting and submitting information to centralized databases related to travel and airlines. Both Koepper and Elliott disclose the use of central reservations systems by buyers to access airline and travel related services.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Koepper and Elliott to permit buyers to access a database and store conditions related to buyer offers via web pages and HTML fields.

One of ordinary skill in the art at the time the invention was made would have been motivated to combine Koepper and Elliott to permit buyers to access a database and store conditions related to buyer offers via web pages and HTML fields for the obvious reason that browsers and web pages are user-friendly ways of letting buyers enter and submit data on their personal computers. Often, a web site may present buyers with web pages that have blank fields. A buyer may enter one or more conditions of his offer in a blank field. The browser may validate input data on a web page with client-side scripts, using well-known techniques, including JAVASCRIPT, applets, or their MICROSOFT equivalents. By having Koepper's many functions be performed with web pages and browsers, a system can take advantage of widely available technology that has permitted enormous growth of electronic commerce. This growth translates into more jobs, more shopping opportunities and increased benefits worldwide.

Koepper accesses seller inventory to match conditions of a buyer's offer. Koepper discloses different sequences for accessing and matching buyers and sellers, including time-limits, dates and times of travel, hotel accommodations (for example, 4-star hotels) and price ranges (*for example* p. 26, column 1, paragraphs 2, 3, 4). These and other conditions may predefine the sequences used to access each seller's inventory. Koepper discloses that each seller may drop their prices and accept a buyer offer *before* a buyer's *expiration period* runs out. The *first* airline and hotel that OK the bid get the business. *For example* page 26, columns 1-2.

Koepper *does not* specifically disclose that predefined sequence may be based on (a) historical acceptance rate of a seller, or (b) seller-negotiated priorities or (c) commission rates paid by a seller.

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to include in Koepper that inventory may be accessed according to various criteria such as (a) historical acceptance rate of a seller, or (b) seller-negotiated priorities or (c) commission rates paid by a seller.

One of ordinary skill in the art at the time the invention was made would have been motivated to include in Koepper that inventory may be accessed according to various criteria such as (a) historical acceptance rate of a seller, or (b) seller-negotiated priorities or (c) commission rates paid by a seller for the obvious reason that a system is more effective when it is user-friendly. A system is user-friendly when the system can determine *how* to access inventory according to specific criteria. Some examples follow, along with possible benefits to both buyers and sellers.

When a buyer's offer includes the condition that he wants to stay at a 4-star hotel, for example, it would be ineffective for the system to begin a search sequentially from 0-star hotels, 1-star hotels, etc. Similarly, if a buyer states he wants to travel from San Francisco to New York, it would not make sense to have the system search sequentially in alphabetical order for flights from San Francisco to Anchorage, then San Francisco to Burbank, etc. It makes more sense to have a system search only for flights to New York. Once a system has found all flights to New York, a system is more effective and user-friendly if it presents the data according to date and time of service.

Buyers may have preferences concerning what airlines they prefer and which carriers they will avoid; the system may present data that includes or excludes carriers. Thus, the system may access inventory according to buyer priorities. When buyers are travel agencies, it would make sense to have a system first check the inventory of those sellers that provide higher commission rates. This provides benefit to both the agent and the seller, in that the agent will be more likely to prefer those carriers that pay more over those carriers that provide lower commissions. Thus, agents receive more money for his work, and the seller increases sales of his inventory.

A system may access inventory according to seller-negotiated priorities. Kopper discloses several instances where a seller would want to prioritize availability of inventory: number of rooms available on a given night (for example. Koepper, page 26, column 3, paragraph 2), or number of seats available on particular flights, possibly based on cancellation by a large group of travelers (for example, Koepper, page 29, column 1, paragraph 2). These occurrences are a normal part of everyday commerce. Therefore, one of ordinary skill in the art would have included in Koepper the capability to access inventory according to seller-negotiated requirements. Seller requirements may include that particular sets of rooms/seats be sold as quickly as possible, perhaps at a greater discount or with a higher commission rate to an agent. Both buyers and sellers benefit: sellers can get some revenue for inventory that would have otherwise produced no revenue. Buyers can obtain even greater discounts on inventory possibly in exchange for less convenient schedules.

In addition, it would make sense for the system to access inventory according to historical acceptance rate of a seller. A buyer such as a travel agency may wish to get results in the shortest amount of time. One way of being time-efficient is to search among those sellers who have a reputation for flexibility by accepting more offers from buyers. By marketing this reputation, sellers attract buyer offers and increase the total number of sales for an intermediary such as a travel agency.

Koepper *does not* specifically address how payment is carried out. Examiner takes official notice that payments from financial accounts, including debit, credit and charge accounts/cards, are notorious and well known to those of ordinary skill in the art at the time the invention was made. Examiner takes official notice that at least these types of accounts have identifiers that may be used to provide guaranteed payment in exchange for at least travel services and airline tickets. Payment identifiers may include a number that associates a credit account or a debit account with an account at a financial institution. These numbers are often embossed in a corresponding plastic card. Cards often have magnetic strips, microchips, or other means for storing more information. It is well-known in the art of electronic commerce to check whether a buyer has sufficient credit or funds in a corresponding account by requesting pre-authorization from a financial clearinghouse institution. The authorization request for an amount may be accepted or denied by the institution.

Therefore, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time the invention was made to permit buyers to use

payment identifiers that specify financial accounts to provide guaranteed payment in exchange for at least travel services and airline tickets.

One of ordinary skill in the art of electronic commerce at the time the invention was made would have been motivated to permit buyers to use payment identifiers that specify financial accounts to provide guaranteed payment in exchange for at least travel services and airline tickets for the obvious reason that such payment mechanisms are considered well tested, reliable and convenient to use. In electronic commerce particularly, the use of credit cards and other types of financial accounts assure sellers that their payment is guaranteed by financial institutions that issued corresponding accounts, their identifiers and plastic cards with magnetic strips, as applicable.

Koepper *does not* disclose authentication of a buyer prior to considering the buyer's conditions and offer. Koepper *does not* disclose that such authentication would include acceptance of a buyer's credit card number. Koepper does not disclose obtaining authorization prior to considering an offer.

Authentication is common and well-known, and may include logon id's and passwords, electronic signatures and cryptographic techniques. It is also well-known that sellers often check with that buyers can pay for items. For example, credit card issuers often set maximum balances allowed for particular customers.[4]

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to include authentication techniques. One of ordinary skill in the art at the time the invention was made would have been motivated to include

[4] Definition of Credit Limit, Barrons' Dictionary of Business Terms.

authentication techniques for the obvious reason that authentication is critical in a system such as Koepper describes. The system collects information such as an airline's or hotel's inventory. Without authentication, a user may access the system and obtain information about competitor's discounted offerings. With this information, a seller may well identify a competitor's pricing structures and vulnerabilities. When a system authenticates a user's access, the system prevents one user from accessing data belonging to others. This type of protection is critical when storing credit card numbers and other buyer information. Electronic commerce demands the ability of users to feel that their information is not available to unauthorized parties.

While authentication in the normal world uses logon id's and passwords, other information may be used to authenticate a user. For example, one may use a pet's name as a logon id and the pet's birthday as the password. While some systems restrict the number of characters for each field, other systems may not. Since authentication is merely a way of identifying a user, a user may use any combination of upper/lower case letters and numbers. A number that is not easily identified as related to a particular purpose well include 30-digit numbers, 20-digit numbers, 16-digit numbers such as a credit card number. Alternatively, one can combine a number with many digits with letters, such as a pet's name.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to James Zurita whose telephone number is 703-605-4966. The examiner can normally be reached on 8:30 am to 5:00 pm, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on 703-308-1344. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

JZ

James Zurita
Patent Examiner
Art Unit 3625
May 28, 2003

Jeffrey A. Smith
Primary Examiner